



Alan C. Lloyd,  
Ph.D.  
*Secretary for  
Environmental*

## California Integrated Waste Management Board

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Rosario Marin, Chair  
1001 I Street • Sacramento, California 95814 • (916) 341-6000  
*Mailing Address: P. O. Box 4025, Sacramento, CA 95812-4025*  
[www.ciwmb.ca.gov](http://www.ciwmb.ca.gov)



Arnold Schwarzenegger  
*Governor*

February 18, 2005

To: *All Prospective Contractors*

Subject: The Tracy Tire Fire Site Final Remediation Contract **IWM04046**

Attached is a copy of the Request for Qualifications (RFQ) for the "The Tracy Tire Fire Site Final Remediation Contract, IWM04046" for the California Integrated Waste Management Board.

**The deadline for the receipt, regardless of postmark, of all Statements of Qualifications (SOQs) is Friday, March 18, 2005 at 2:00 p.m. If a SOQ is received after 2:00 p.m. on March 18, 2005, it will be returned unopened.**

All hand delivered SOQs must be delivered to the Environmental Services Center at the California Environmental Protection Agency's headquarters building located at 1001 "I" Street, Sacramento, CA. Mailed SOQs shall be sent to the above street address.

All submissions must state on the outside envelope the following information:

**Response to RFQ Number IWM04046  
Mailroom - Do Not Open**

If there are any questions regarding this RFQ please contact me at (916) 341-6105.

Sincerely,

*{Original Signed By}*

Carol Baker  
Contract Analyst  
Administrative Services Branch

Attachment

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California Environmental Protection Agency

 Printed on Recycled Paper

*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web site at <http://www.ciwmb.ca.gov/>*

Completion Checklist for  
*The Tracy Tire Fire Site Final Remediation Contract*  
*Request for Qualifications – IWM04046*

Please use this checklist to assist in the preparation of your SOQ package to ensure that all required items are included.

***Please note that if any of the items are missing from the SOQ package, the package will be considered incomplete and will be disqualified from the process.***

- \_\_\_\_\_ Signed cover letter on company letterhead
- \_\_\_\_\_ Copy of Current Class A, General Engineering Contractor's license with a ~~Class C-64 Limited Specialty~~ Hazardous Substance Removal Certification **(HAZ)**
- \_\_\_\_\_ Notarized Statement from Financial Institution
- \_\_\_\_\_ Audited/Reviewed Financial Statement
- \_\_\_\_\_ Personnel Information and Organizational Chart
- \_\_\_\_\_ Attachment A, Contractor Certification
- \_\_\_\_\_ Attachment B, Small Business/DVBE Participation Requirement Certification
- \_\_\_\_\_ Attachment C, Government Code Section 87100 Form
- \_\_\_\_\_ Attachment D, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement

The following number of SOQ packages must be submitted as the Contractor's response to this RFQ:

- \_\_\_\_\_ One (1) unbound reproducible original SOQ package marked "original."
- \_\_\_\_\_ Three (3) additional bound copies of the SOQ package.

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Minimum Qualifications, Subsections C and D:

- \_\_\_\_\_ Attachment E, Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary

The following forms are not required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- \_\_\_\_\_ Attachment E, Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary or
- \_\_\_\_\_ Attachment F, Demonstration of Good Faith Efforts
- \_\_\_\_\_ Attachment G, Recycled Content Certification

**STATE OF CALIFORNIA**



INTEGRATED  
WASTE  
MANAGEMENT  
BOARD

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**REVISED March 4,2005  
REQUEST FOR QUALIFICATIONS**

**FOR**

**The Tracy Tire Fire Site Final Remediation Contract**

**CONTRACT NUMBER IWM04046**

California Integrated Waste Management Board  
P.O. Box 4025  
Sacramento, California 95812-4025

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# **SECTION I**

## **INTRODUCTION**

The California Integrated Waste Management Board (Board) approved a Scope Of Work (SOW), in November 2004, for a contract to complete the remediation of the Tracy Tire Fire Site (TTFS), located at 29425 South MacArther Drive in Tracy, San Joaquin County, California.

On August 7, 1998, the tires being illegally stored at the Royster Tire Site, located in Tracy, California, were ignited. It was estimated at the time that there were 7 million tires present when the fire started. The fire burned for more than two years before being extinguished by the Board in the winter of 2001. The remnants of the fire include: burned tires, bead wires, ash, pyrolytic oil and contaminated soil. Currently, the Board is removing this material under the first contract, but the amount of hazardous waste originally estimated has doubled. Cleanup activities will be necessary beyond the expiration date of the first contract and therefore, this second contract will be needed to complete the project. The Scope Of Work (SOW) for this contract includes the preparation of the final site documentation for the reviewing agencies, excavation and removal of the remaining contaminated soil, slope stabilization, site grading, erosion control, and demobilization of on-site operations.

The estimated cost to complete the remediation of the TTFS is estimated to be \$5 million. The Board has allocated \$3.7 million, \$2.7 million for FY 2004/2005 and \$1.0 million for FY 2005/2006) for long term remediation as part of the Five Year Plan for the Waste Tire Recycling Management Program, which is the 2<sup>nd</sup> Edition covering Fiscal Years 2003/04 – 2007/08 (Five Year Plan). Staff is proposing to seek the additional \$1.3 million for FY 2005/06 during the Board's revision of the Five Year Plan.

Proposers must have qualifications, experience, and resources to perform the work required by the resulting Agreement. Proposers must be licensed to do business in California, and shall have the appropriate registrations and licenses to do the remediation, surveying, and testing as described in Section V, Subsection A, Scope of Work. Work under this contract will be similar to the construction of a landfill; however, the majority of the work will be under hazardous waste operations and general contracting including grading, drainage, soil and waste sampling and testing, slope and erosion protection, and surveying. Proposers are required to provide and maintain appropriate insurance throughout the term of the Agreement.

### **A. GENERAL INFORMATION**

Interested parties may obtain a Request for Qualifications (RFQ) solicitation package by downloading it at [www.ciwmb.ca.gov/contracts](http://www.ciwmb.ca.gov/contracts) or by submitting a written request to:

Contracts Unit, MS-07  
California Integrated Waste Management Board  
1001 I Street  
Sacramento, CA 95812  
FAX: (916) 319-7582  
E-mail: [contracts@ciwmb.ca.gov](mailto:contracts@ciwmb.ca.gov)

### **B. BUDGETED FUNDS**

There is a maximum budget of \$5,000,000.00 available for services rendered provided the State budget is signed and funding is appropriated in the Board's budget.

### **C. TERM**

The term of the Agreement to be awarded under this RFQ will be for approximately 35 months and is expected to begin approximately July 2005 or when the state budget is signed. Actual work on the Agreement shall not begin until written notification is received from the Board.

## D. SCHEDULE

This RFQ will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of the Board.

Advertisement Date/RFQ Solicitation Package Released.....	02/18/05
All Written Questions Must Be Received by 4:00 PM.....	03/04/05
Statement of Qualifications Must Be Received by 2:00 PM.....	03/18/05
Interviews Conducted With Highest Ranked Firms.....	04/11/05-04/13/05
Begin Negotiations with Most Qualified Firm.....	04/18/05-04/22/05
Board Approval of Award of Agreement.....	05/10/05-05/11/05

## E. REQUIREMENTS OF STATEMENT OF QUALIFICATIONS

A cover letter must be included with the SOQ package and must be signed by an individual who is authorized to contractually bind the Proposer. The cover letter must be printed on the business letterhead and contain the following information:

1. Name and address of Proposer;
2. Name, telephone number and e-mail address of a contact person; and
3. Name, title, address, telephone number and e-mail address of the individual(s) with authority to execute a binding contract on behalf of Proposer.

The following documentation and forms must be completed, included with your SOQ package and received by the Board by the specified due date and time:

- ☐ Signed Cover Letter on company letterhead
- ☐ Copy of Current Class A, General Engineering Contractor's license with ~~a Class C-61 Limited Specialty:~~ Hazardous Substance Removal Certification **(HAZ)**
- ☐ Notarized Statement from Financial Institution
- ☐ Audited/Reviewed Financial Statement
- ☐ Personnel Information and Organizational Chart
- ☐ Attachment A, Certification
- ☐ Attachment B, Small Business/DVBE Requirement Certification
- ☐ Attachment C, Government Code Section 87100 Form
- ☐ Attachment D, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10285.1 Statement, and Non-Collusion Affidavit.

The following forms are only required upon submittal as applicable pursuant to the provisions outlined in Section III, Minimum Qualifications, Subsections C and D:

- ☐ Attachment E, Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary

The following form is not required at the time of the proposal submission but will be required by the successful contractors during the contract period:

- ☐ Attachment E, Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary or
- ☐ Attachment F, Demonstration of Good Faith Efforts
- ☐ Attachment G, Recycled Content Certification

## F. DEFINITIONS AND TERMS

**F-1.01 General** - Unless the context otherwise requires, wherever in this RFQ or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as "draftsman" and "journeyman" and the pronoun "he", are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

## **F-1.02 Abbreviations -**

ADA	Americans with Disabilities Act
CCR	California Code of Regulations
CFR	Code of Federal Regulations
DOT	Department of Transportation (Federal)
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency
GC	Government Code
IIPP	Illness and Injury Prevention Program
IWMB	California Integrated Waste Management Board
OSHA	Occupational Safety and Health Administration
PCC	Public Contract Code
PPE	Personal Protective Equipment
QA/QC	Quality Assurance/Quality Control
RFQ	Request for Qualifications
SIR	Site Investigation Report
SOQ	Statement of Qualifications
SOW	Scope of Work
USC	United States Code

**F-1.03 Agreement** - The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFQ, SOQ, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

**F-1.04 Board** - The California Integrated Waste Management Board.

**F-1.05 Consultant** - The person or persons, firm, partnership, corporation, or combination thereof, who may enter into this Agreement with the Board to provide work under the Waste Tire Site Cleanup Program, pursuant to this RFQ or his or their legal representatives.

**F-1.06 Contractor** - The person or persons, firm, partnership, corporation, or combination thereof, who may enter into the Agreement with the Board to provide work under the Waste Tire Site Cleanup Program, pursuant to this RFQ or his or their legal representatives.

**F-1.07 Days** - Unless otherwise designated, days as used in the Agreement will be understood to mean calendar days.

**F-1.08 Department** – Department means the California Integrated Waste Management Board.

**F-1.09 Director** - The Executive Director of the California Integrated Waste Management Board, or designates. Any references to Executive Officer shall mean the Executive Director and/or its designated officer.

**F-1.10 Final Completion** - The date when Board Staff determines that the work for each site cleanup is fully completed in accordance with the requirements of the Work Order.

**F.1.11 IWMB** – The California Integrated Waste Management Board.

**F-1.12 Legal Holidays** - Those days designated as State holidays in the Government Code.

**F-1.13 Program Manager** - Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to the Board.



**F-1.14 Remedial Action Plan (RAP)** - Site details, history, background, sampling report, and the anticipated scope of work for a site remediation. The RAP provides the Contractor with site location, a description of work to be performed, and the project drawings and specifications for a site remediation.

**F-1.15 Special Provisions** - Clauses setting forth specific conditions or requirements peculiar to the work at a site.

**F-1.16 State** - The State of California.

**F-1.17 State Contract Law** - The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

**F-1.18 Subcontractor** - A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in a Work Order.

**F-1.19 Work Plan** - A plan developed by the Contractor outlining the estimated cost, schedule, and construction procedures.

**F-1.20 Work Order** - Board authorization for the Contractor to proceed with work under the Agreement.

## SECTION II

### RULES AND CONDITIONS

#### A. GENERAL INFORMATION

Contractor selection will be based on qualifications only, subject to the successful negotiation of Agreement rates. Contractor's labor rates and markups for labor, equipment, materials, subcontractors and fees will be negotiated following selection of the most qualified Proposers and will remain fixed for the duration of the Agreement. Not-to-exceed markups for labor, equipment, materials, subcontractors and fees are listed in the RFQ. Equipment rates for company owned equipment and labor surcharge rates will be negotiated during the selection of the most qualified Proposer. If agreement cannot be reached on labor rates and/or markups, Board staff will terminate negotiations and negotiate with the next most qualified Proposer.

These are open-ended, Work Order-based Agreements. During the course of this Agreement, Board staff may issue one or more Work Orders for remediation work at TTFS or other tire fire sites that may be burning during the time of the contract. The Work Orders will be on a time and materials basis and said work shall not exceed the allocated Work Order budget. Before work can begin, the Contractor will develop site-specific Work Plans based on Work Orders issued by Board staff. All Work Plans must be approved by Board staff.

Each Proposer shall designate in the SOQ a Program Manager who shall be its representative for **all** work performed under the Agreement. The Program Manager shall have authority to represent and act for the Contractor. Should it become necessary to designate a new Program Manager during the term of the Agreement, Contractor shall submit the proposed Program Manager's qualifications for approval by Board staff. The Contractor shall not assign a new Program Manager without prior approval of Board staff.

#### B. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

The submittal shall consist of one unbound original marked "Original" plus three complete, bound copies of the entire SOQ, including attachments. The complete submittal must be in a sealed envelope or container marked with the interested firm's name and address and the following:

**STATEMENT OF QUALIFICATIONS  
CONTRACT NUMBER IWM04046  
MAILROOM - DO NOT OPEN**

All RFQ submittals must be received, regardless of postmark, **no later than 2:00 PM on Friday, March 18, 2005**. Submittals received after the specified date and time will **not** be considered and will be returned unopened.

The provisions of this RFQ and the successful Proposer's submittal will be made a part of any Agreement awarded from this RFQ.

The Board reserves the right to accept or reject any or all submittals. The Board reserves the right not to award any Agreement under this RFQ. In addition, award of this Agreement does not obligate the Board to issue any work orders and the successful Contractor shall have no claim for damages or compensation for anticipated profits should the Board not issue any work orders.

Statement of Qualifications submitted via mail must be addressed to:

Contracts Unit—MS-7  
Business Administration Office  
California Integrated Waste Management Board  
PO Box 4025  
Sacramento, CA 95812-4025

Statement of Qualifications submitted by hand or courier must be received at:

California Integrated Waste Management Board  
c/o California Environmental Protection Agency's  
Environmental Services Center  
1001 I Street, First Floor  
Sacramento, CA 95814

### C. SUBMITTAL REQUIREMENTS

Failure to follow the instructions contained in this RFQ may be grounds for rejection of an SOQ. The Board may reject any SOQ if it is conditional, incomplete or contains irregularities. The Board may waive an immaterial deviation in an SOQ, when it is determined to be in the best interest of the Board. The Board's waiver of an immaterial defect will in no way modify the RFQ documents or excuse the Proposer from full compliance with any Agreement requirements. To respond to this RFQ, interested Proposers must submit one (1) unbound reproducible original SOQ package marked "Original" and three (3) completed, bound copies of the SOQ package containing:

1. **Cover Letter.** The cover letter shall be signed by an individual who is authorized to contractually bind the Proposer and shall indicate that person's title or position. The cover letter will constitute an irrevocable offer for a 90-day period for the Board to award the Agreement and shall state as such. The cover letter must be on the Proposer's letterhead and contain the following information:
  - a. Name and address of the Proposer submitting qualifications;
  - b. Name, telephone number, and e-mail address of a person who can be contacted if further information is required; and
  - c. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer.
2. **Required Documents (Checklist).** Proposers shall provide all of the forms and/or documentation required by this RFQ. A checklist is provided that identifies at a minimum the items to be included in the submittal package. This checklist should be referenced when compiling the submittal package. If any of the items listed on the checklist are missing from the submitted package, the package will be considered incomplete and may be disqualified from the process.
3. **Proposer's Statement of Qualifications (Section VIII of this RFQ).** Proposers shall respond to all items in the SOQ. If the answer to any item is "Not Applicable" or "None" so state in the designated space. If there is no response for an item, the SOQ may be considered non-responsive and the SOQ may be rejected.

Proposers must provide the name and current phone number of references that can confirm accuracy of experience and qualifications listed in the SOQ. References who are employees of the firm submitting the SOQ or employees of firms legally associated with the Proposer submitting the SOQ will not be considered as valid references. Experience or qualifications that cannot be confirmed by IWMB staff (e.g., inappropriate contact person or incorrect telephone number) will be disregarded.

Include a list of all personnel who will perform activities described in Section V, Description of Work, including a summary of similar work performed by these personnel. Include a resume indicating related experience for each employee. Contractor must be able to provide, within a reasonable time frame, personnel listed in the SOQ as needed for support of the Waste Tire Site Cleanup Program.

Proposers may provide any additional information that demonstrates the Proposers' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Proposers' capabilities to perform work listed in Section V, Subsection A.

The variety of work may require resources beyond capabilities of some Proposers. If other consulting firms are proposed as partners or subcontractors, experience of those firms, in addition to experience of the prime Proposer, shall be indicated on appropriate forms in the SOQ. All experience documented on the forms shall be clearly marked to show which firm was responsible for specific work.

Any additional information that demonstrates abilities of a proposed subcontractor shall be included. Subcontractor personnel who are listed in the SOQ shall be clearly identified as employees of a subcontractor.

#### **D. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Any SOQ package received by the Board before the required time and date may be withdrawn or modified by written request of the Proposer after verification of identification of the person requesting withdrawal or modification.

Proposers cannot withdraw a SOQ package after the specified due date.

#### **E. PROPOSER'S COST**

Costs for developing the SOQ package and/or participating in this RFQ process are entirely the responsibility of the Proposer and such costs will not be reimbursed by the State of California. All SOQ packages and the contents therein, shall become the property of the Board.

#### **F. COMMITMENT**

This RFQ does not commit the Board to award any Agreement or to pay any costs incurred in participation of this RFQ process. The Board reserves the right to accept or reject any or all SOQ packages received as a result of this RFQ, to negotiate with any qualified Proposer, or to cancel this RFQ in whole or in part.

If a selected Proposer fails to enter into an Agreement within a reasonable period of time after the Board approves selection of the proposed Contractor, the Board may deem the Proposer to have rejected the offer. At that point, the Executive Director may disqualify said Proposer and begin negotiations with the next qualified firm. The Executive Director will determine what is a reasonable period of time for the selected Proposer to enter into the Agreement.

#### **G. INFORMATION**

All information obtained or produced during the course of work shall be made available to the Board and may be used by the Board as it determines.

#### **H. CONFIDENTIAL INFORMATION**

Prior to award of the Agreement, an SOQ package may be designated "confidential" to the extent permitted by the California Public Records Act (GC Section 6250 *et seq.*). The Board agrees not to disclose such information or data furnished by Proposer and to maintain such information or data as confidential when so designated by Proposer in writing at the time it is furnished to the Board, only to

the extent that such information or data is exempt from disclosure under the California Public Records Act and Public Contract Code (PCC).

## **I. TERMINATION**

The Board has the authority and express right to terminate any Agreement awarded under this RFQ at any time during the term of the Agreement for any reason, including but not limited to instances where the Board finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

## **J. INQUIRIES**

1. Proposers needing clarification of the requirements of this RFQ must submit questions in writing to the Board's Contracts Unit. All written inquiries must be received by **March 4, 2005** by 4:00 p.m., Pacific Standard Time (PST), regardless of postmark.
2. If the written inquiries are faxed or e-mailed, then the time and date on the correspondence must not be later than **March 4, 2005** by 4:00 p.m.. Questions received after said date and time will be disregarded.
3. Oral communications with the Board officers and employees shall be non-binding on the Board and shall in no way exclude the Proposer of any obligations as set forth in this RFQ.
4. Sample contract provisions will be mailed only upon request to those Proposers having received a RFQ package or who requested notification through the Board's Contracts website. No modifications, changes, deviations, additions, deletions or exceptions to the standard terms and conditions shall be permitted.
5. All questions or inquiries regarding this RFQ shall be mailed, e-mailed or faxed to:

Contracts Unit—MS-7  
Business Administration Office  
California Integrated Waste Management Board  
PO Box 4025  
Sacramento, CA 95812-4025  
Fax No. (916) 319-7582  
E-mail: [contracts@ciwmb.ca.gov](mailto:contracts@ciwmb.ca.gov)

The correspondence should be clearly marked "**Questions Relating to RFQ IWM04046 - Mailroom Do Not Open.**"

## **K. ANTITRUST CLAIMS**

In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

#### **L. CONFLICT OF INTEREST**

In regard to current or former State employees, Contractor agrees:

Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by the state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

#### **M. CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA**

If Proposer is a corporation, either domestic or foreign (those incorporated outside of California), the corporation must be currently qualified to do business in California and all obligations due to the state must be fulfilled.

"Doing business" is defined in the California Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

#### **N. ADDENDA**

The Board reserves the right to amend, alter or change the rules and conditions contained in the RFQ. Receipt of Addenda must be acknowledged as indicated on the "Acknowledgment/Authorization Form" in Section VIII page 10 of the SOQ. All addenda to this RFQ can be viewed on the Contracts Unit website at [www.ciwmb.ca.gov/contracts](http://www.ciwmb.ca.gov/contracts).

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the Board of such error in writing and request modification or clarifications no later than the deadline to submit written questions. The addenda will not divulge the source of the request. Notification of any addend issued will be made only to those who received a RFQ package or requested notification through the Board's Contracts website.

## **O. INSURANCE**

Contractor shall maintain the following insurance policies throughout the life of this Agreement:

- a. General Liability and Umbrella Insurance, with the following limits:
  - 1) \$1,000,000 for each occurrence
  - 2) \$2,000,000 general aggregate
  - 3) \$5,000,000 umbrella or excess liability
- b. Worker's Compensation Insurance, with the following limits:
  - 1) \$1,000,000 for each accident for bodily injury by accident
  - 2) \$1,000,000 policy limit for bodily injury by disease
  - 3) \$1,000,000 for each employee for bodily injury by disease
- c. Errors and Omissions Insurance, with combined single limit of liability not less than \$1,000,000 per occurrence.
- d. Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, with single limit of liability not less than \$1,000,000.

The Contractor shall provide the Contracts Unit, within ten (10) days after notification of the Board's intent to award the Agreement, Certificates of Insurance for each of these insurance policies. The Agreement will not be fully executed nor can work begin until these Certificates of Insurance have been provided to the Board. The State of California, its officers, agents and employees shall be included as additional insured under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under the Agreement.

In the event said insurance coverage expires or is cancelled at any time or times during the term of the Agreement, the Contractor shall, at least thirty (30) days prior to said expiration or cancellation date, provide a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement. New certificates of insurance are subject to approval by the Board. The Contractor agrees that no work or services shall be performed prior to the receiving of such approval. In the event the Contractor fails to keep in effect at all times the insurance coverage as herein provided, the Board may in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event. The State of California will not be liable for payment of any premiums or assessments on any of these policies.

## **P. CHILD SUPPORT COMPLIANCE ACT**

The Contractor acknowledges that:

- a. the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. the Contractor, to the best of his knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all employees to the New Hire Registry maintained by the California Employment Development Department.

## **SECTION III**

### **MINIMUM QUALIFICATIONS**

#### **A. STATEMENT OF QUALIFICATIONS**

To respond to this RFQ, interested firms must submit a complete SOQ package including at a minimum all documents referenced in Section I, Subsection E, "Requirements of Statement of Qualifications." Each item in the SOQ must have a response. If there is no response for an item the SOQ may be considered non-responsive and the SOQ may be rejected. If the response to an item is "Not Applicable" or "None," so state in the space for that item.

#### **B. CERTIFICATION**

Attachment A includes Statement of Compliance for Nondiscrimination Program, Drug-Free Workplace, National Labor Relations Board Certification, Recycled Content, and Americans With Disabilities Act Certifications. This form must be signed and submitted with the SOQ package.

#### **C. SMALL BUSINESS PARTICIPATION AND CERTIFICATION**

This Agreement has participation goals of twenty-five percent (25%) of the total contract amount for qualifying small businesses. This twenty-five percent (25%) goal may be achieved by a combined effort of the Contractor and sub-contractors. Any business used to meet this requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Questions regarding Small Business qualifications should be directed to that office at (916) 375-4940.

Attachment E must be completed and submitted with the SOQ package if the Proposer is a certified Small Business firm or if the Proposer has identified qualified Small Business firms as subcontractors. All other Proposers shall acknowledge on Attachment B that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to evidence that it has either met these participation goals (Attachment E) or made a good faith effort to meet the goals (Attachment F).

The Contractor shall be deemed to have made "good faith efforts" upon submittal of documentary evidence that **all** of the following actions were taken:

1. Contact was made with the Board to identify potential Small Business firms;
2. Contact was made with other State agencies, including the Department of General Services, Office of Small Business Certification and Resources, to identify potential Small Business firms;
3. Advertisement was published in trade papers focusing on Small Business firms unless time limits imposed by the Board preclude such advertisement. Plan Holder lists will not be considered as advertisement. Copies of each advertisement must be submitted prior to contract execution;
4. Invitations to Bid were submitted to potential Small Business firms; and
5. Available Small Business firms were considered.

#### **D. DISABLED VETERAN'S BUSINESS ENTERPRISE PARTICIPATION AND CERTIFICATION**

This Agreement has participation goals of three percent (3%) of the total contract amount for qualified Disabled Veteran's Business Enterprise. This three percent (3%) goal may apply to a combined effort of the Contractor and any sub-contractors. Any business used to meet the Disabled Veteran's Business Enterprise requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Questions regarding Disabled Veteran's Business Enterprise qualifications should be directed to that office at (916) 375-4940.



Attachment E must be completed and submitted with the SOQ package if the Proposer is a certified Small Business firm or if the Proposer has identified qualified Small Business firms as subcontractors. All other Proposers shall acknowledge on Attachment B that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to evidence that it has either met these participation goals (Attachment E) or made a good faith effort to meet the goals (Attachment F).

The Contractor shall be deemed to have made "good faith efforts" upon submittal of documentary evidence that **all** of the following actions were taken:

1. Contact was made with the Board to identify potential DVBE firms;
2. Contact was made with other State agencies, including the Department of General Services, Office of Small Business Certification and Resources, to identify potential DVBE firms;
3. Advertisement was published in trade papers focusing on DVBE firms unless time limits imposed by the Board preclude such advertisement. Plan Holder lists will not be considered as advertisement. Copies of each advertisement must be submitted prior to contract execution;
4. Invitations to Bid were submitted to potential DVBE firms; and
5. Available DVBE firms were considered.

#### **E. COMPLIANCE WITH GOVERNMENT CODE SECTION 87100**

Attachment C must be completed and submitted with the SOQ package.

#### **F. PUBLIC CONTRACT CODE SECTIONS 10162 & 10285.1 & NON-COLLUSION**

Attachment D that includes Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10285.1 Statement, and a Non-Collusion Affidavit must be completed and submitted with the SOQ package.

#### **G. INJURY AND ILLNESS PREVENTION PROGRAM (Health and Safety)**

The Contractor shall have a current company IIPP that meets the requirements of 29 CFR 1910.120(b). The IIPP shall apply to all employees involved in the Agreement. Each subcontractor involved in the Agreement shall also have a current company IIPP.

Prior to beginning work at the site, the Contractor shall prepare a site-specific IIPP to include pertinent data specific to that site, establishment of PPE criteria, proximity of local medical facilities, etc. The site-specific IIPP shall comply with 29 CFR 1910.120(b) (4) and be signed by a certified industrial hygienist. A copy of the plan shall be submitted to Board Staff prior to beginning work on a site.

The Contractor shall at all times be responsible for safe prosecution of its work, and protection of its employees and the public. Review of the Contractor's IIPP by Board Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Program Manager and persons designated to be on-site project support shall be 40-hour certified in accordance with 29 CFR 1910.120(b)(4) with current annual refreshers. Contractor's Program Manager or on-site project support staff shall be at the site whenever work is being performed, unless otherwise authorized by Board Staff.

## **SECTION IV**

### **EVALUATION AND SELECTION**

#### **A. FAILURE TO FULFILL MINIMUM BID REQUIREMENTS**

To be responsive, Proposer must comply with all minimum proposal requirements set forth in Sections I, II, and III. Failure to meet said minimum proposal requirements or failure to follow the instructions contained in this RFQ might be grounds for rejection. Any SOQ modifying the conditions or specifications of this RFQ may be rejected.

#### **B. GROUNDS FOR REJECTION**

The Board may reject any Statement of Qualifications if it is conditional, incomplete, or contains irregularities. The Board may waive immaterial deviations and the Statement of Qualifications may be evaluated based on the information provided when considered to be in the best interest of the Board. Waiver of an immaterial deviation shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the Agreement requirements. Grounds for rejection of a SOQ include, but are not limited to, the following:

1. It does not include a reproducible master and the required number of copies;
2. It does not include all the documentation and completed forms required by this RFQ;
3. All responses to an item are not completed;
4. Required license information is not submitted with the SOQ; or
5. Required authorizations and certifications for the SOQ are not properly completed and signed.

#### **C. SELECTION PROCESS**

After the period has closed for receipt of SOQ, each SOQ will be opened and examined to determine compliance with the submittal requirements identified in this RFQ. If a SOQ does not meet all the requirements, it may be considered non-responsive and eliminated from further consideration.

SOQs that meet the submittal requirements will be forwarded to the Selection Committee to evaluate and score each SOQ. The point totals for each Proposer will be added and then ranked in order of preference to determine the most qualified Proposers. Evaluation criteria and respective maximum scores are listed in Table I.

Information obtained from references, client contacts, project inspectors and regulators significantly influences the ranking of responsive firms. Proposers shall provide the name and current telephone number of references that can confirm the accuracy of experience and qualifications listed in the SOQ. Employees of Proposer or employees of entities legally associated with the Proposer will not be considered valid references. References that are inaccurately listed (e.g. inappropriate contact person or incorrect telephone number) will be disregarded. Experience that cannot be confirmed by Board staff will be disregarded.

**TABLE I**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Qualifications, experience and training of Contractor's Program/project managers, site representatives, and engineers to be used in the work.	25 points
Contractor's and subcontractor's experience in the last five (5) years in successfully completing projects involving the type of work listed in the Scope of Work.	25 points
Adequacy and availability of the Contractor's and any subcontractor's resources (e.g., geographic locations, appropriate licenses, numbers of personnel and/or equipment, etc.) to perform items involving the type of work listed in the Scope of Work.	10 points
Quality and timeliness of Contractor in performing projects.	20 points
Evaluation of Contractor's financial condition and bonding capability.	10 points
Evaluation of Contractor's experience with applicable environmental regulations, permitting requirements, Standard Specifications, and solid waste technology.	10 points

**D. ORAL INTERVIEWS**

A Selection Committee will conduct oral interviews with at least the three top-ranked Proposers, based on rankings received from the above evaluation. Proposers selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will include discussion and evaluation of qualifications and methods for furnishing the required services. Proposers will also be notified of additional information, if any, to be provided at the interview. Failure to appear at the interview will be considered non-responsive and the Proposer may be eliminated from any further consideration. As a result of the interviews, the Selection Committee will rank, in order of preference, the Proposers deemed most highly qualified to provide the services required.

**E. NEGOTIATION OF CONTRACTS**

Board staff will request a detailed Fee Proposal from the highest ranked firm. Board staff will prepare the State's estimate of fees prior to negotiations. The Board staff estimate will remain confidential until award of the Agreement or abandonment of any further procedure for the services to which it relates. The Proposer's Fee Proposal shall include appropriate wage rates for all personnel and appropriate markup rates to be utilized in the performance of the Agreement.

Board staff will attempt to negotiate an agreement with the most highly qualified firm. If agreement is reached, staff will recommend to the Board that the selected firm be awarded an Agreement. If agreement cannot be reached with the firm, negotiations will formally be terminated with that firm(s). Negotiations will then begin with the next highest ranked firm. Failing accord, negotiations shall be terminated. This process will be repeated as necessary until negotiations have been terminated with all interviewed Proposers. Should Board staff be unable to negotiate a satisfactory agreement with all of the interviewed Proposers, Board staff may select additional firms in the manner prescribed above and continue the negotiation procedure until an agreement is reached, or the Board terminates negotiations on this RFQ.

## **F. AWARD OF AGREEMENT**

Award of the Agreement shall be to the highest-ranking firm meeting all the requirements of this RFQ after successful negotiations have been completed. The Board reserves the right to not award the Agreement.

The following forms and information will be required prior to the Board's execution of the Agreement:

1. Payee Data Records;
2. Verification of Worker's Compensation Insurance; and
3. Certificate of Insurance.

# **SECTION V**

## **Description of Work**

### **A. Introduction**

All work under these Agreements shall be completed in accordance with Sections VI and VII of this RFQ and remedial action plans, specifications, approved Work Plans, and instructions accompanying or included in Work Orders/Change Orders issued under these Agreements. Additionally the State of California Department of Transportation publication entitled Standard Specifications, July 2002 may also be used for reference.

In general, types of work anticipated under this Agreement include, but are not limited to:

#### **1. Site Cleanup**

- a. Removal and disposal of solid waste, as defined in Public Resources Code (PRC) section 40292, where recycling of the waste is not economically practical;
- b. Recycling, as defined in PRC section 40180, of materials that would otherwise become solid or hazardous waste and delivery to suitable recycling facilities;
- c. Removal or onsite remediation of debris resulting from the fire, which includes bead wires, ash, partially burned tires, oil saturated soil, miscellaneous inert material and contaminated soil.
- d. Removal and disposal of both federal and state hazardous wastes;
- e. Vegetation removal; and
- f. Collection, removal, and disposal of contaminated water.

#### **2. Site Grading and Construction Activities**

- a. Construction of earth embankments and placement of fill materials;
- b. Construction of site ingress and egress routes; and
- c. Installation of erosion control systems and establishment of vegetative covers;
- d. Installation of fencing, barriers and signs;
- e. Installation of lighting, water lines, or other utilities as needed for site operations; and
- f. Identification and mitigation of unstable geotechnical conditions associated with the removal of debris.

#### **3. Environmental Control and Monitoring**

- a. Develop an environmental control and monitoring plan. The plan will discuss vapor and odor suppression, confined space issues, hazardous and flammable atmospheres, air monitoring for on and off site, and decontamination protocols. In addition, the plan will address the potential fire issues from pyrolytic oil and have a response strategy to handle such an issues;
- b. Develop a site specific health and safety plan;

- c. Establish a weather station to record daily conditions;
- d. Develop decontamination and transportation plan; and
- e. Procure the equipment necessary to implement the plan.

#### **4. Soil Sampling**

- a. Develop a site-sampling plan as directed by the project manager. This Plan will address additional areas of contamination and conformation samples in areas where removal has been completed; and
- b. Sampling areas of potential contamination as directed by the project manager.

#### **5. Groundwater**

- a. Develop a groundwater-monitoring plan.
- b. Construction of additional groundwater monitoring wells
- c. Investigate hydrogeologic conditions and assess groundwater water quality and impacts from the fire.

### **B. WORK ORDERS**

All work under this Contract will be performed through work orders issued to the Contractor. The Contractor will initially receive a planning work order that includes a proposed scope of work and other pertinent information. The planning work order may also include drawings, supplement specifications, site reports, and other information needed for the Contractor to prepare a work plan for the proposed cleanup. The planning work order authorizes the Contractor to conduct a site visit and prepare a work plan consisting of the application elements in subsection C (Work Plans) below.

Board staff will review the proposed work plan with the Contractor and negotiate required changes to the work plan, drawings, and specifications. Board staff may thereafter issue a work order to remediate the Tracy Site based on the agreed work plan and project documents.

### **C. WORK PLANS**

Work Plans shall include, but are not limited to, the following elements:

1. Introduction: Identify reference documents used to prepare the Work Plan, summarize the site visit and contacts made, and discuss problems encountered. Identify landfills and recycling facilities to be used, material sources, haul routes and other relevant information.
2. Project Supervision: Identify Contractor's key personnel and support staff assigned to the project. Include as a minimum by name the project manager, site superintendent, and subcontractor key personnel/contacts. Describe the organizational relationship for the project and responsibilities of assigned personnel.
3. Project Work Elements: Briefly describe the major items of work (e.g., items described in subsection A above), mobilization/demobilization, site utilities and facilities, permits, and temporary environmental controls. Include work hours and days for the project or major items of work if hours and days vary between tasks. The contractor will also submit an overtime policy and procedures.

4. Project Schedule: Prepare a time schedule beginning with start of mobilization through completion of demobilization. Provide a timeline for all major items of work.
5. Cost Estimate: Prepare a cost estimate that includes costs for each major item of work, project supervision, mobilization, site utilities and facilities, permits, mobilization, demobilization, and bonds. Develop costs for items of work as follows: labor/equipment hours multiplied by Contract rates including markups and surcharges; for materials, subcontractors, and special services show both actual cost and agreed markups in arriving at total cost.
6. Site Specific Injury and Illness Prevention Plan (IIPP): Prepare a site specific IIPP which identifies biological, physical and other hazards and provides for adequate and prescribed medical surveillance, site controls, monitoring, worker protection and training, decontamination, and emergency response procedures.
7. The following forms and information will be required for site cleanup:
  - a. Payment Bond
  - b. Performance Bond

#### **D. COPYRIGHT PROVISION**

If appropriate, the contractor shall establish for the Board good title in all copyrightable and trademarkable materials developed as a result of this Scope of Work. Such title shall include exclusive copyrights and trademarks in the name of the State of California, California Integrated Waste Management Board.

#### **E. EMERGENCY RESPONSE**

The Contractor shall have resources available to respond to emergency situations within 24 hours of notification by Board staff. Emergency response teams and other responding Contractors personnel shall be fully OSHA trained per 29 CFR 1910.120. Management personnel shall be thoroughly trained in EPA 40 CFR, DOT 49 CFR, and CCR Title 22 pertaining to management of hazardous waste and associated emergency operations.

#### **F. STATE INCOME TAX WITHHOLDING**

Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax withholding.

An independent contractor as defined in Black's Law Dictionary is:

“One who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as the end product or final result of work.”

#### **G. PROSECUTION AND PROGRESS**

1. Subcontractor - The Contractor shall give attention to fulfillment of the Agreement and shall keep the work under his control. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the Agreement.

Before a subcontractor starts work, the Contractor shall file with Board Staff a written statement indicating the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

When a portion of the work, which had been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to Board staff, the subcontractor shall be removed immediately on the requisition of Board staff.

2. Beginning of Work - The Contractor shall begin work within ten (10) working days of issuance of the Work Order, unless otherwise indicated in the Work Order, or approved by Board staff.
3. Termination – The Board has the authority and express right to terminate any Agreement awarded under this RFQ or any Work Order at any time during the term of the Agreement for any reason or if Board staff finds that Contractor's work is negligent, not satisfactory, or not in accordance with the Contract.



## SECTION VI

### SPECIAL PROVISIONS

#### A. COMPENSABLE SERVICES

Labor, materials, equipment, and subcontractors/special services used in the performance of work shall be subject to the approval of Board staff and compensation will be determined as follows:

1. Work Performed by Contractor: The Contractor will be paid the direct costs and allowable markups for labor, office support employees, materials, equipment, subcontractors/special services, transportation and disposal and permit fees necessary for the performance of the work and determined as hereinafter provided. The defined markups shall constitute full compensation for all profit and overhead costs. The total payment made as provided above shall constitute full compensation.
  - a. Labor: The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the work. To the total of the direct costs computed as provided in Section VI.A.1.a.1, "Actual Wages," there will be added markup of thirty (30) percent. No markup shall be added to costs computed as provided in Sections VI.A.1.a.2, "Labor Surcharge" and VI.A.1.a.3, "Subsistence and Travel Allowance." Compensation for prevailing wage employees shall be made at the appropriate rate for each classification as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The cost of Contractor's labor will be the sum of the following for prevailing wage employees:
    - 1) Actual Wages: The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.
    - 2) Labor Surcharge: To the actual wages, as defined in Section VI.A.1.a.1, "Actual Wages," a labor surcharge will be added as set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section VI.A.1.a.1 and subsistence and travel allowance as specified in Section VI.A.1.a.3.
    - 3) Subsistence and Travel Allowance: Depending on availability and qualifications of labor, either the the actual subsistence and travel allowance will be paid or the Contractor will be compensated for subsistence and travel allowance, in compliance with limits established by the State. The latter type payments shall have prior authorization from the Board's project manager.
    - 4) All overtime work must be approved in advance by the Board's project manager.
  - b. Office Support Employees: Compensation for various office support categories shall be determined during contract negotiations. This compensation shall be the actual wages, plus any employer payments to or on behalf of the employees for health and welfare, pension, vacation and similar purposes, and include overhead and profit. Compensation for employees not previously identified shall be negotiated between Board staff and the Contractor. The Contractor will also be compensated for subsistence and travel allowances, in compliance with limits established by the State

and when prior authorization has been received from Board staff and when authorized in the Work Order.

- c. **Materials:** To the total of the direct costs of purchased materials there will be added markup of 10 percent. The Board reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials. Only materials furnished by the Contractor and necessarily used in the performance of the work will be considered for payment. The cost of materials will be the cost to the Contractor.
- d. **Equipment:** The Contractor will be paid for the use of either rental/leased or contractor-owned equipment. In the event the contractor obtains rental/leased equipment, the Contractor shall obtain at least three (3) competitive bids from the geographical area in which the work is taking place. The bids will include the daily, weekly, and monthly rate. The Contractor will be compensated for the actual invoiced rate plus a markup of ten (10) percent. For Contractor-owned equipment the contractor will submit a list of equipment with a daily, weekly, monthly, and standby negotiated rate. The Contractor will be compensated for the agreed upon rate plus a markup of ten (10) percent. Both rates include the cost of maintenance of any kind, depreciation, storage, and insurance; however will not include the rates for fuel, oil, lubrication, supplies, or necessary attachments.

Based on the lowest overall cost of each piece of equipment, the Contractor will select the most cost effective piece of equipment. The Contractor may furnish any cost data which might assist in the establishment of such rate. While the State may pay less than the rental/lease rate for equipment due to competition, the Contractor may not exceed geographical rental rates for Contractor-owned equipment unless it is in the best interest of the State. Final approval of rental equipment vs. Contractor-owned equipment will be at the discretion of Board's project manager based on a review of the justification and submitted bids.

All equipment shall, in the opinion of Board staff, be in good working condition and suitable for the purpose for which the equipment is to be used. Payment for equipment will be for the time that the equipment is operated on the work.

The Contractor will also be paid for the reasonable cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the allowable markup and the following provisions:

- 1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Board staff in advance.
- 2) The State will pay the costs of loading and unloading such equipment.
- 3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- 4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- 5) Should the Contractor desire to return the equipment to a location other than its original location, the State will pay the cost of transportation, provided such payment shall not exceed the cost of returning the equipment to the original location.

After commencement of work, should it become necessary to suspend work for more than two working days for reasons beyond the control of the Contractor, the Contractor shall immediately notify Board staff in writing. Board staff will promptly investigate and

determine whether or not to compensate the Contractor for the equipment time. If Board staff determines compensation is necessary, Board staff will determine whether to maintain the Contractor's equipment on site and compensate the Contractor for the rental rate or standby equipment charges or direct the Contractor to demobilize the equipment. The Contractor will be compensated for demobilization charges or equipment charges, but shall not have claim to anticipated profit and overhead costs for work not performed.

If, after the Board's project manager informs the Contractor that the equipment is no longer needed at the site and the Contractor elects for their convenience to store the equipment on site, the equipment shall not be charged to the contract. The Contractor shall coordinate with the Board's project manager to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

Repairs or maintenance necessitated by circumstances beyond the control of the Contractor and outside the normal course of doing business and not due to negligence or carelessness on the Contractor's part, may be allowed as a direct charge at the discretion of the Board's project manager.

Operators of equipment will be paid for as provided in Section VI.A.1.a, "Labor."

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- e. Subcontractors and Special Services, excluding Transportation and Disposal: When subcontractors or special services are required in performance of the work and have been approved in the work plan, the Contractor will be compensated for invoiced cost of the services plus a markup of five (5) percent. Said markup shall reimburse the Contractor for profit and additional administrative costs, and no other additional payment will be made by reason of performance of the work by a subcontractor.
- f. If work plans contain work for which subcontractors may be beneficial or required, Board staff may require the Contractor to submit three (3) unit cost quotations and qualifications statements for consideration. Unit costs shall include profit and overhead. Qualification and unit price bid forms will be included with the work plan. Final approval of proposed subcontractors will be at the discretion of Board staff, based on a review of submitted cost and qualifications.
- g. Permit Fees: The Contractor shall be responsible for all permit fees, installation and service costs for utilities, and any fees required for site ingress and egress. The Contractor will be reimbursed for obtaining permits and licensing fees for site remediation(s) to comply with state and local regulatory agency laws, codes, regulations and ordinances. The Contractor will be compensated for the actual fees incurred and may apply a markup of five (5) percent.
- h. Travel and Per Diem Expenses: Lodging, food, and incidental expenses on trips in support of services authorized by Work Order will be reimbursed at the amounts allowed for State employees performing similar duties, and shall be considered for payment under the same conditions as reimbursement for State employees. Other travel expenses including but not limited to airfare, rental cars, and fuel will be reimbursed at cost verified by bills or printed receipts. The Board will only reimburse the cost of mid-size/economy rental cars. First Class or Business Class air travel is not allowed. The following per diem rates will apply per 24 hour day for the length of the contract.

Lodging – up to a maximum of \$84 per day  
Meals (breakfast, lunch and dinner) – up to a maximum of \$34 per day  
Incidentals – up to a maximum of \$6 per day.

Reimbursement of per diem expenses will not be made by the Board if the Contractor's employees are not paid per diem expenses.

- i. Negotiation of Additional Specific Rates: If mutually agreed to by the Contractor and the Board's project manager, specific rates (fixed or provisional) for items, which are not included in the Contractor's equipment list may be negotiated. If the Contractor identifies additional items, the Contractor shall furnish the Board's project manager a written request identifying the item and proposed rates. The request shall include cost and pricing data (i.e., rental quotes) supporting the proposed rate that is acceptable to the Board. For items not identified on the equipment list or in the Work Plan, but required to accomplish tasks at the site, the Contractor may provide owned, rented, or leased equipment. Where the cost of the equipment to be charged to the Work Order exceeds \$2,500.00, the equipment shall be obtained competitively. In the case where the Contractor owns the equipment, the Contractor may submit a quotation/bid for that owned equipment along with quotation/bids from other sources. If appropriate, any mobilization and demobilization costs for owned or rented equipment, and any other factors necessary to reflect total cost shall be submitted.
  - j. Other Services and Materials: The Board will reimburse the Contractor for other services, if authorized in the Work Order. Examples of other services and materials include: field office costs, weather station, sampling equipment, health and safety supplies and equipment, land survey, aerial photographic surveys, drinking water, report reproduction, over-night mail, materials and supplies; and other such costs determined reimbursable by the Board's project manager. A maximum markup of five percent (5%) will be allowed for other services and materials.
  - k. Communication – The Board may reimburse the Contractor for project-related cellular charges made by the Contractor's field representative. A monthly rate of \$100.00 may be approved, if included in the Contractor's Work Plan, and approved by Board's project manager. All other phone charges away from the field office by the Contractor or subcontractor are considered part of overhead costs and will not be reimbursed.
2. Payment: Payment as provided in Section VI.A.1, "Work Performed by Contractor," shall constitute full compensation to the Contractor for performance of work and no additional compensation will be allowed.

## **B. TRANSPORTATION AND DISPOSAL**

The contractor is required to subcontract all transportation and disposal of oil, contaminated soil, and hazardous substances/waste removed from the site. If the prime contractor or prime team-subcontractor have fixed facilities for hazardous waste disposal within the same company, such facilities will not be eligible for use under this contract. Competition shall be obtained to the maximum practicable extent. The methods selected for off-site transportation and disposal are subject to the approval of the Board's project manager.

The Contractor shall obtain and provide to the Board's project manager written documentation of at least three (3) unit price or cost estimates for transportation of waste materials to a treatment or disposal facility. To the total of the transportation and disposal costs there will be added markup of ten (10) percent.

During the removal of any material the Contractor shall monitor the work area for fugitive dust and odors, and implement control measures as required. Health and safety monitoring shall be conducted in accordance with the Contractor's site specific IIPP and local and State agency requirements.

1. Non-Hazardous Materials: Base site excavation and field observations, the range of contaminated soil varies from 25,000 to 75,000 cubic yards. The excavation of contaminated soil will be controlled by the cleanup goal established by the regulatory agencies, or as modified by Board staff in the field. The Contractor shall exercise care to minimize unnecessary over-excavation or removal of clean material. Screening or other approved methods may be utilized to separate soil from contaminated materials.
2. Hazardous Materials: Based on interim confirmation data, the range of hazardous waste varies from 0 to 5,000 cubic yards. The Contractor shall expect to encounter hazardous substance(s) in excess of limits defined in Title 8 CCR 5192 Section (a)(D) Hazardous Waste Operations. The Contractor shall follow all prescribed health and safety procedures during the removal, clean-up, packaging, transportation, and disposal or recycling of hazardous materials.

#### **C. NONCOMPENSABLE SERVICES**

Compensation for overhead costs, document reproduction for invoices, fax and telephone charges, miscellaneous incidentals and supplies, payroll preparation, and invoice preparation will be deemed to be included in the markup percentages applied to labor, equipment, and material charges.

#### **D. RECORDS**

The Contractor shall furnish the Board's project manager or designee a completed daily work reports on forms acceptable to Board staff for each days work. Daily work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment, whether furnished by the Contractor, subcontractor, or other forces. Daily work reports shall at a minimum, include the following:

1. Site name and location;
2. Date;
3. Contract and Work Order numbers;
4. Weather conditions;
5. Employees, including name, labor classification, hours worked, rate of pay, level of personal protective equipment (PPE);
6. Subcontractors/special services;
7. Equipment, including type, hours worked, status of non-operating equipment, etc.;
8. Materials delivered to the site;
9. Materials removed from the site;
10. Visitors to the site, including name, agency, and purpose of the visit;
11. Description of the days activities; and
12. Signature of the site superintendent.

An additional report will be maintained by the Board's project manager or designee. At the end of each work day the work reports shall be compared and any discrepancies resolved. Resolved Contractor's work reports shall be signed by the Contractor's site superintendent and a copy shall be provided to the Board project manager or designee. When these daily work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on audits or reviews.

Material and equipment charges shall be substantiated by valid copies of vendors' invoices which shall be submitted with the contractor's billings and shall include rental invoices, vehicle weight or load slips, or record of measurement by vehicle number.

**E. MARKUP SUMMARY**

The following table summarizes the allowable markups for this contract.

Item	Allowable Markup
Labor	30%
Materials	10%
Equipment	10%
Materials	10%
Subcontracts and Special Services	5%
Permits	5%
Travel and Per Diem	0%
Transportation and Disposal Subcontracts	10%

## SECTION VII

### GENERAL CONDITIONS

General Conditions shall be as indicated in the applicable portions of Sections 1 through 9 of the Department of Transportation publication entitled Standard Specifications, July 2002 (Standard Specifications) except as modified herein (changes and additions are indicated in italics).

References to State, the Department of Transportation, Director of Transportation, or other Department of Transportation personnel shall be interpreted to mean the California Integrated Waste Management Board (Board), and corresponding Executive Director, Engineer, staff, or other Board-designated representative respectively. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the specifications for the sake of brevity, and intended to refer to persons of either gender.

#### SECTION 1 DEFINITIONS AND TERMS

To the Standard Specifications, amend or add the following definitions:

- 1-1.03 Acceptance** – Change to: *The formal written acceptance by the Engineer of an entire project which has been completed in all respects in accordance with the SIR/SOW, Work Plan, Work Order, project drawings, specifications and any modifications thereof previously approved.*
- 1-1.09 Contract** - Add the following: *The SIR/SOW, Work Plans, Work Orders, project drawings and specifications, and modifications thereto shall be considered part of the Contract. Contract is also referred to as "Agreement(s)."*
- 1-1.10 Contractor** - Add the following: *Contractor is the recipient of funds pursuant to this agreement.*
- 1-1.13 Department** - Change to: *The California Integrated Waste Management Board (Board).*
- 1-1.18 Engineer** - Change to: *Board staff person designated as Project Engineer for a specific site, acting directly or through properly designated Contractor, such Consultant acting within the scope of the particular duties delegated to them.*
- 1-1.25 Laboratory** – Change to: *The laboratory/laboratories used by the California Integrated Waste Management Board for determination of material characteristics.*
- 1-1.38 Specifications** – Add the following: *Specifications shall also include those prepared by the California Integrated Waste Management Board for site remediation and are included as part of the Work Order.*

Add the following definitions:

- 1.1.49 Board** - *The California Integrated Waste Management Board.*
- 1.1.50 Board Staff** - *Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Contractor to the California Integrated Waste Management Board as designated in the Work Orders.*
- 1-1.51 Final Completion** - *The date when Board Staff determines that the work for each site cleanup is fully completed in accordance with the requirements of the Work Order.*
- 1-1.52 Site Investigation Report/Scope of Work (SIR/SOW)** - *Site details, background and the anticipated scope of work for a proposed site cleanup. The SIR/SOW may be issued to provide the*

Contractor with the site location, a description of work to be performed, and the results of the site investigation report.

**1-1.53 Work Plan** - A plan developed by the Contractor outlining the estimated cost, schedule, and construction procedures required for implementing the Work Order and supporting documents.

**1-1.54 Work Order** – Board authorization to proceed with planning or construction that has been properly signed by the Board and the Contractor.

## **SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS**

To the Standard Specifications, amend the following sections to read:

**2-1.01 Contents of Proposal Forms** - Replace entire section with the following: *Proposal requirements are detailed in Section IV, "Evaluation and Selection."*

**2-1.05 Proposal Forms** - Replace entire section with the following: All proposals and forms shall comply with the requirements set forth in the RFQ. *SOQ forms are included as Section VIII of this RFQ. Qualifications not presented on forms so furnished will be rejected.*

*Qualification preparation costs will not be reimbursed under this Contract. All qualification statements, and the contents therein, will become the property of Board.*

*The RFQ does not commit the Board to award a Contract or to pay any costs incurred in preparation of a qualification package responding to this RFQ. The Board reserves the right to accept or reject any or all qualifications packages received as a result of this RFQ, to negotiate with any qualified source, or to cancel this RFQ in whole or in part.*

**2-1.07 Proposal Guaranty** – Delete this section.

**2-1.105 Previous Disqualification, Removal or other Prevention of Bidding** – Add the following paragraph: *To be eligible for award of this Contract, a Proposer must not have been determined to be unreliable pursuant to the criteria in the policy adopted by the Board through Resolution 97-356. A copy of that Resolution and the adopted Policy is available from the Board's Contracts Unit.*

Add the following sections:

**2-1.13 Disabled Veteran Business Enterprise (DVBE)** - Section 10115 of the Public Contract Code requires the Board to implement provisions to establish a goal for Disabled Veterans Business Enterprise (DVBE) in contracts. This Agreement has participation goals of three percent (3%) of the total Work Order costs for qualifying disabled veteran business enterprises. Any business used to meet this requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business and DVBE Certification. Compliance with these DVBE requirements may be accomplished by either the Proposer being a DVBE and performing the required percentages of work with his own forces or by subcontracting work to DVBE firms to meet the DVBE goals. If the Proposer will use Subcontractors, unknown at this time, to meet the above goal, Attachment B must be completed and submitted with the SOQ package; and, upon award of the Agreement, the Contractor must submit with the Work Plans, the appropriate DVBE forms, including a letter from the Department of General Services, Office of Small Business and DVBE Certification, verifying the subcontractor's DVBE certification.

*It is the policy of the Board that DVBEs shall have the maximum opportunity to participate in the performance of contracts financed solely with state funds. The Contractor shall ensure that DVBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the Department may deem appropriate.*



Proposer's attention is directed to the following:

- (a) "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Certification, Department of General Services.
- (b) A DVBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;
- (c) Credit for DVBE prime contractors will be 100 percent.
- (d) A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks and profits of the joint venture. The DVBE joint venturer must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Section 3-1.01A, "DVBE Information," elsewhere in these special provisions;
- (e) A DVBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- (f) Credit for DVBE vendors of materials or supplies are limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;
- (g) Credit for trucking by DVBEs will be as follows:
  - (1) One hundred percent of the amount to be paid when a DVBE trucker will perform the trucking with his/her own trucks, tractors and employees;
  - (2) Twenty percent of the amount to be paid to DVBE trucking brokers who do not have a "certified roster";
  - (3) One hundred percent of the amount to be paid to DVBE trucking brokers who have:
    - a. signed agreements that all trucking will be performed by DVBE truckers if credit is toward the DVBE goal;
    - b. a "certified roster" showing that all trucks are owned by DVBEs; and
    - c. a signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".
  - (4) Twenty percent of the amount to be paid to trucking brokers who are not a DVBE but who have:
    - a. signed agreements with DVBE truckers assuring that at least 20 percent of the trucking will be performed by DVBE truckers if credit is toward the DVBE goal;
    - b. a "certified roster" showing that at least 20 percent of the number of trucks are owned by DVBE truckers; and
    - c. a signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".The "certified roster" referred to herein shall conform to the requirements in Section 3-1.01A, "DVBE Information," elsewhere in these special provisions;
- (h) DVBEs and DVBE joint venture partners must be certified DVBEs as determined by the Department of General Services, Office of Small Business and DVBE Certification, 707 3rd Street, First Floor, Room 400, West Sacramento, CA 95605, on the date Work Plans are submitted before credit may be allowed toward the DVBE goal. **It is the Contractor's responsibility to verify that DVBEs are certified;**
- (i) Noncompliance by the Contractor with these requirements constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

**2-1.14 SMALL BUSINESS** - California law requires the Board to implement provisions to establish a goal for Small Businesses in contracts. This Agreement has participation goals of twenty-five percent (25%) of the total Work Order costs for qualifying small businesses. Any business used to meet this requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Compliance with these Small Business requirements may be accomplished by either the Proposer being a Small Business and performing the required percentages of work with his own forces or by subcontracting work to Small Business firms to meet the goals.

*If the Proposer will use Subcontractors, unknown at this time, to meet the above goal, Attachment B must be completed and submitted with the SOQ package; and, upon award of the Agreement, the Contractor must submit with the Work Plans, the appropriate Small Business forms, including a letter from the Department of General Services, Office of Small Business and DVBE Certification, verifying the subcontractor's Small Business certification.*

### **SECTION 3 AWARD AND EXECUTION OF CONTRACT**

To the Standard Specifications, amend the following sections to read:

**3-1.01 Award of Contract** - Replace entire section with the following: *After successful negotiations and approval by the Board, the Executive Director of the Board or his designee and the firm will complete and sign the Agreement. In instances where the Board effects a necessary change in the Agreement during the course of performance of the services, the firm's compensation may be adjusted by mutual written agreement.*

**3-1.02 Contract Bonds** - Replace entire section with the following: *When individual Work Orders are issued by Board staff for specific projects, the Contractor shall submit the bonds required by the State Contract Act equal in amount to the estimated cost of the work. One bond shall secure the payment of the claims of laborers, mechanics or material-men employed on the work under the Agreement and the other bond shall guarantee the faithful performance of the Agreement.*

*All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the Agreement may be made without securing the consent of the surety or sureties on the Agreement bonds.*

**3-1.03 Execution of Contract** - Replace entire section with the following: *The Agreement shall be signed by the selected firm and returned within 10 days, not including Saturdays, Sundays and legal holidays, after the selected firm has received the Agreement for execution.*

**3-1.04 Failure to Execute Contract** - Delete this section.

**3-1.05 Return of Proposal Guaranties** - Delete this section.

Add the following section:

**3-1.06 Financial Audit** – *The firms selected for interview shall submit an audit, current within the previous 18 months, indicating the Contractor's financial status as outlined in Item C, Financial Information of the Statement of Qualifications. This condition is precluded if the Financial Statement submitted with the Proposal was derived from an audit.*

### **SECTION 4 SCOPE OF WORK**

To the Standard Specifications, amend the following sections to read:

**4-1.01 Intent of Plans and Specifications** - Replace entire section with the following: *The intent of the Work Order is to prescribe the details for work planning and construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Agreement. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Agreement in a satisfactory and workmanlike manner.*

**4-1.02 Final Cleaning Up** - Replace entire section with the following: *Before requesting final inspection of the work, the Contractor shall clean the project site, material sites, public and private roads used for site access, and all grounds occupied by him in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and*

presentable condition. The Contractor shall not remove warning, regulatory, or other signs prior to formal acceptance by Board staff.

**4-1.03 Changes** - Replace entire section with the following: *The Board reserves the right to make such alterations, deviations, additions to, or deletions from the Work Order, plans and specifications, as deemed necessary or advisable by Board staff. Any such changes will be set forth in a Change Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. A Change Order will not become effective until approved in writing by Board staff.*

*Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered work. Compensation for any change shall be as provided for in the approved Work Order. The Contractor will not be compensated for any work that exceeds that indicated in the Work Order, or that has not been authorized in writing by Board staff.*

**4-1.03A, 4-1.03B, 4-1.03B(1), 4-1.03B(2), 4-1.03B(3), 4-1.03C, 4-1.03D, 4-1.04**  
All above noted sections are deleted.

**4-1.05 Use of Materials Found on the Work** - Replace entire section with the following: *The Contractor may not salvage any material designated for removal and disposal without the written approval of Board staff. The Contractor may use earth, gravel, sand, or other suitable material found in excavations that have not been designated for disposal, if approved by Board staff.*

## **SECTION 5 CONTROL OF WORK**

To the Standard Specifications, amend the following sections to read:

**5-1.02A Excavation Safety Plans** – Replace entire section with the following: *The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.*

*Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.*

*No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.*

*If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.*

*Attention is directed to Section 7-1.01E, "Trench Safety."*

**5-1.04 Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions** - Replace entire section with the following: *These General Conditions, the plans and specifications, the Work Plan, Work Orders, Special Provisions, Change Orders, and all supplementary documents are essential parts of the Agreement, and a requirement occurring in one is as binding as*

*though occurring in all. They are intended to be complementary and to describe and provide for complete work.*

*The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify Board staff of any condition or event that may interfere with completion of the work or which may require a modification of the Work Order. Board staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by Board staff, will not be considered for compensation.*

*Should it appear that the work to be done or any matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall request Board staff to provide such further explanations as may be necessary and shall conform to them as part of the Agreement. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to Board staff, whose decision thereon shall be final.*

*All work and material shall be in accordance with terms of the Work Order, Work Plan, this RFQ and applicable sections of the Standard Specifications. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings. The precedence of contract documents shall be as follows:*

- 1. Permits from other agencies as may be required by law;*
- 2. Conditions of the Work Order;*
- 3. Special provisions;*
- 4. Project plans;*
- 5. Standard plans; and*
- 6. Standard Specifications.*

*Change Orders and contract amendments will take precedence over Items 2 through 6 above. If there is a conflict between the contract documents, the document highest in precedence shall control.*

**5-1.07 Lines and Grades** - Replace entire section with the following: *Such stakes or marks will be set by Board staff as determined necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans and in the special provisions.*

*When the Contractor requires such stakes or marks, he shall notify Board staff of his requirements in writing a reasonable length of time in advance of starting operations. In no event, shall a notice of less than 2 working days be considered a reasonable length of time.*

*Stakes and marks set by Board staff shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged they will be replaced following the above procedures. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which, in the judgment of Board staff, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.*

*Individual Work Orders may require the Contractor to provide for survey services to establish project line, grade, and control. In these instances, Board staff will provide direction through the Work Plan regarding survey requirements and compensation*

**5-1.14 Cost Reduction Incentive** - Replace the appropriate parts of this subsection with the following: *The Contractor shall review the SIR/SOW and prepare a Work Plan that will provide site remediation at the lowest cost to the Board. During remediation, the Contractor is encouraged to use all possible means to reduce the overall cost of site remediation. The final cost of site remediation will be based on actual time and material costs for the actual remediation.*

## SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY

To the Standard Specifications, amend the following sections to read:

**7-1.01A Labor Code Requirements** – Add the following: *Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.*

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

*Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.*

**Statement of Compliance** --*The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.*

**7-1.13 Disposal of Material Outside the Highway Right of Way** - Replace entire section with the following: *Disposal of all material shall be as indicated in the Work Order or as directed by Board staff.*

**7-1.16 Contractor's Responsibility for the Work and Material** - Replace entire section with the following: *Until the acceptance of the work, the Contractor shall be responsible for the work and the materials to be used therein. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof when Board staff determines that the damage was the result of negligence, improper construction procedures and practices, or a failure to protect the work, on the part of the Contractor.*

**7-1.17 Acceptance of Contract** - Replace entire section with the following: *When Board staff has made the final inspection as provided in Section 5-1.13, "Final Inspection," and determines that work has been completed in all respects in accordance with the Work Order and plans, Board staff will prepare a letter of formal acceptance of the project, and the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work.*

## SECTION 8 PROSECUTION AND PROGRESS

To the Standard Specifications, amend the following sections to read:

**8-1.03 Beginning of Work** - Delete the first two paragraphs and substitute the following: *Upon Work Order issuance, the Contractor shall begin work within the time indicated in the Work Order or approved by Board staff. After operations have commenced, work shall continue on each consecutive workday, without interruption or delay, until all work included in the Work Order has been completed. The Contractor shall not arbitrarily suspend operations without prior approval of Board staff. A workday shall be considered as every day except Saturday, Sunday, legal holidays, or days on which the Contractor and Board staff agree that inclement weather precludes normal operations.*

**8-1.04 Progress Schedule** - Delete the first and second paragraphs and substitute the following: *The Contractor shall submit a proposed schedule with the Work Plan. The schedule shall be amended and updated to reflect work completed and adjustments in progress, and will be submitted to Board Staff on a weekly basis unless otherwise indicated in the Work Order.*

**8-1.06 Time of Completion** - Delete the first two paragraphs and substitute the following: *Upon issuance of the Work Order, and commencement of construction operations, the Contractor shall prosecute the work on each consecutive work day until all work contemplated by the Work Order has been completed. The Contractor shall not arbitrarily suspend operations without the approval of Board staff.*

**8-1.07 Liquidated Damages** - Replace entire section with the following: *It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Work Order has been completed. The Work Plan prepared by the Contractor shall include the number of days estimated to complete the project. Board staff may modify this number with the actual number of days allowed for completion of work to be stated in the Work Order. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of \$1,000 for each day on which the Contractor fails to perform work on the site in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.*

**8-1.11 Termination of Contract** – Add the following paragraph: *The Board has the authority and express right to terminate any contract awarded under this RFQ at any time during the term of the contract for any reason or if the Board finds that Contractor's work is negligent, not satisfactory, or not in accordance with the Contract.*

## **SECTION 9 MEASUREMENT AND PAYMENT**

To the Standard Specifications, amend the following sections to read:

**9-1.01 Measurement of Quantities** –At the Contractor's option, metric or English or a combination of both may be used for measuring, weighing or metering materials.

**9-1.03 Force Account Payment** - Delete all sections up to and including **9-1.03D - Payment**, and replace with the following: *Compensation will be as provided in the negotiated rates, the Special Provisions and as defined in specific Work Orders.*

## SECTION VIII

### STATEMENT OF QUALIFICATIONS

#### A. GENERAL INFORMATION

1. Identification of company submitting this Statement of Qualifications:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

2. Person authorized to execute an agreement for the company:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. Type of company (must be one of the following, check applicable):

☐ Corporation    ☐ Partnership    ☐ Individual    ☐ Joint Venture

Are you a certified small business?

☐ YES – Attach approval letter from Office Small  
Business Certification and Resources

☐ NO

Your small business ID No. \_\_\_\_\_

4. Taxpayer federal employer identification number: \_\_\_\_\_

5. Year organized: \_\_\_\_\_

6. Under what other or former names has your company operated:

Name of former company:

Dates of operation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Identify total number of current permanent employees: \_\_\_\_\_

Construction: \_\_\_\_\_

Administration: \_\_\_\_\_

Engineering: \_\_\_\_\_

Highest manpower level in past five years: \_\_\_\_\_

Lowest manpower level in past five years: \_\_\_\_\_

8. Identify parent company, if applicable:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_

9. Agent for Service of Process in California:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

10. If a corporation, complete the following:

Date of incorporation: \_\_\_\_\_

State(s) in which incorporated: \_\_\_\_\_



11. If a partnership, complete the following:

Date of organization: \_\_\_\_\_

Type of partnership: ☐ General ☐ Limited

List names and addresses of all partners:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

12. If a joint venture, list names and addresses of all partners in the joint venture:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## B. LICENSING/HEALTH & SAFETY INFORMATION

1. Current Class A, General Engineering Contractor's license with a ~~Class C-61 Limited Specialty:~~ Hazardous Substance Removal Certification (**HAZ**). Complete the following:

Licensee(s): \_\_\_\_\_

License Number(s): \_\_\_\_\_

Expiration Date(s): \_\_\_\_\_

2. Do you have a written company Illness and Injury Prevention Program? ☐ Yes ☐ No

If yes, is it signed by a certified Industrial Hygienist? ☐ Yes ☐ No

Do you employ a full-time certified Industrial Hygienist? ☐ Yes ☐ No

3. What is your OSHA lost-time injury/illness incidence rate for the last 3 years? \_\_\_\_\_

4. What is your OSHA recordable injury/illness incidence for the last 3 years? \_\_\_\_\_

5. What is your Workers Compensation Insurance Experience Modification Rate (EMR) for the past 3 years? \_\_\_\_\_

### C. FINANCIAL INFORMATION

1. Submit a notarized written statement from your financial institution(s) on company letterhead stating the following information:
  - A. Name of company.
  - B. Date account(s) were opened:
  - C. Does the company have a current line of credit?
  - D. Does the company keep a well-balanced financial position at the bank?
  
2. Attach an audited or reviewed financial statement, including the Proposer's latest balance sheet and income and expense statement dated within the last 18 months showing the following items (annual reports will not be accepted and will be considered unresponsive):
  - A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
  - B. Net fixed assets;
  - C. Other assets;
  - D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
  - E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings);
  - F. Name of firm preparing financial statement and date thereof; and
  - G. Is this financial statement for the proposing organization. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
  
3. Has your company or any of its principals petitioned for bankruptcy within the last 7 years?

☐ Yes      ☐ No

If yes, enter the date(s): \_\_\_\_\_

## D. PROJECT EXPERIENCE

Include appropriate experience for both the submitting entity and any proposed subcontractors in this part of the Statement of Qualifications. Reproduce this page for each project listed and add a supplemental numbering system in the spaces provided at the bottom of the page (e.g., six projects listed, first page would be SOQ-6, Sheet 1 of 6).

To be considered in the evaluation, projects must meet the following requirements:

1. Involves types of work listed in Section V, Description of Work, of the RFQ.
2. Be successfully completed within the last 5 years.
3. Be of a minimum contract amount of \$100,000 for the submitting entity or \$25,000 for subcontractors.

Include the name and current telephone number of a client representative who is familiar with the project and can attest to the participation, quality of work, and timeliness of the submitting Contractor or subcontractor in performing the work.

Name of entity claiming experience: \_\_\_\_\_

Project name/location: \_\_\_\_\_

Name of client (owner or prime Contractor): \_\_\_\_\_

Client contact and current telephone number: \_\_\_\_\_

Contract amount (listed entity only): \_\_\_\_\_

Percent of work performed with your entity's resources: \_\_\_\_\_

Type of work (mark all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Solid waste removal/disposal    | <input type="checkbox"/> Geomembrane/geotextile liner/cover      |
| <input type="checkbox"/> Recycling of solid waste        | <input type="checkbox"/> Erosion control/vegetative cover        |
| <input type="checkbox"/> Grading and drainage            | <input type="checkbox"/> Fencing and signs                       |
| <input type="checkbox"/> Earth cover over burn dump      | <input type="checkbox"/> Hazardous waste removal/disposal        |
| <input type="checkbox"/> Earth embankment/fill placement | <input type="checkbox"/> Landfill gas control/extraction systems |

Brief description of the project and your entity's participation: \_\_\_\_\_

\_\_\_\_\_

Were liquidated damages applied to the project? ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

## E. BONDING INFORMATION

Attach a **notarized** statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this proposal and the resulting Agreement to the extent of a minimum of fifty percent (50%) of the total Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to the Board's Contract Manager. This bond must guarantee Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Statement of Qualifications to meet submittal requirements of this Request for Qualifications.

## F. LITIGATION/CLAIMS INFORMATION

1. List any projects in which your entity or any of its principals is currently involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Lawsuit name: \_\_\_\_\_

Lawsuit number: \_\_\_\_\_ Date of lawsuit: \_\_\_\_\_

County/state where filed: \_\_\_\_\_

Parties involved: \_\_\_\_\_

\_\_\_\_\_

Lawsuit claim: \_\_\_\_\_

\_\_\_\_\_

2. List any projects within the last five years in which your entity or any of its principals has been involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Lawsuit name: \_\_\_\_\_

Lawsuit number: \_\_\_\_\_ Date of lawsuit: \_\_\_\_\_

County/state where filed: \_\_\_\_\_

Parties involved: \_\_\_\_\_

\_\_\_\_\_

Lawsuit claim: \_\_\_\_\_

\_\_\_\_\_

3. Has your company ever been terminated or unilaterally elected to terminate from a project before completion? If so, complete the following adding additional pages as necessary:

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact name/current telephone no.: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact name/current telephone no.: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

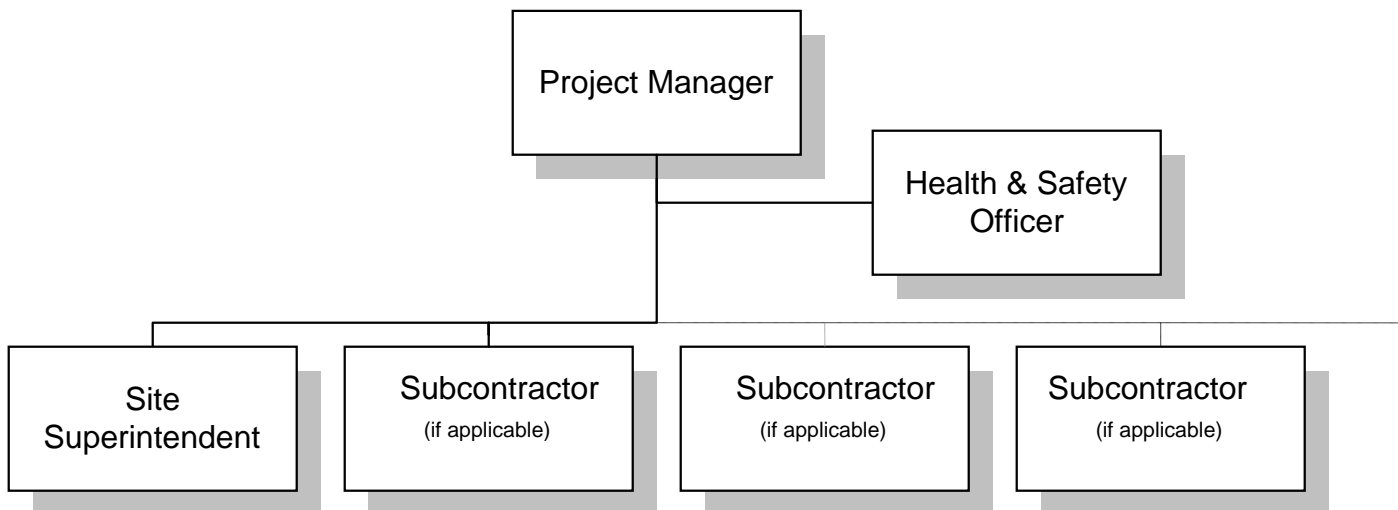
\_\_\_\_\_

## G. PERSONNEL & ORGANIZATIONAL INFORMATION

1. Attach an organization chart similar to the example provided herein showing at a minimum the Project Manager, Health and Safety Officer, Site Superintendent, and Subcontractors. Other key personnel may be included in on the organization chart. Only personnel listed on the organizational chart may attend interviews and negotiation meetings. A resume is required for each person shown on the organization chart. Each resume shall include, at a minimum, the following:

- A. Current position in the firm;
- B. Experience for at least the last 10 years to include projects, specific duties, and project dates;
- C. Education and special training;
- D. Registrations and affiliations; and
- E. Names and current telephone numbers of at least three (3) persons not in your current company who can attest to the employee's experience and qualifications.

### WASTE TIRE CLEANUP PROGRAM Sample Organization Chart



## H. ACKNOWLEDGMENT/AUTHORIZATION FORM

The undersigned acknowledges that submittal of this Statement of Qualifications constitutes an irrevocable offer for a 90-day period for the Board to award the Contract.

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications, including the Standard Agreement, and that, if awarded the Contract, shall comply with said provisions.

*The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the Board in verification of the recitals comprising this Statement of Qualifications and also hereby authorizes the Board to contact such persons, firms, etc., in order to obtain information regarding the undersigned.*

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Location Where Signed

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

### Acknowledgment of Addenda:

Addendum No.

Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CONTRACTOR CERTIFICATION**

**CERTIFICATION**

*I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.*

Official's Name	
Date Executed	Executed in the County of
Contractor's Signature	
Title	Federal Tax ID No.
Legal Business Name	

1. **STATEMENT OF COMPLIANCE:** *Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)*
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** *Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:*
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program as required to inform employees about:
    - 1.) the dangers of drug abuse in the workplace;
    - 2.) the person's or organization's policy of maintaining a drug-free workplace;
    - 3.) any available counseling, rehabilitation and employee assistance programs; and
    - 4.) penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide that every employee who works on the proposed Agreement will:
    - 1.) receive a copy of the company's drug-free policy statement; and
    - 2.) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
  - d. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, or both, and Contractor may be ineligible for award of any future State agreements if the Board determines that the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** *Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)*
4. **UNION ORGANIZING:** *Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.*

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California:

1. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
2. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. **CONFLICT- FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code section 10365.5:
  - a. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - b. Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than 10 percent of the total monetary value of the consulting services contract.
  - c. Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
4. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - a. Current State Employees (PCC 10410):
    - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
  - b. Former State Employees (PCC 10411):
    - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
    - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

5. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
6. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by contacting the Office of the Secretary of State.
7. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
8. **PAYEE DATA RECORD FORM STD. 204:** *This form must be completed by all contractors that are not another state agency or other government entity.*
9. **RECYCLED CONTENT:** *Contractor hereby certifies under penalty of perjury that the materials, goods, supplies offered, or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material, both post-consumer waste and secondary waste, as defined in Sections 12161 and 12200 of the Public Contract Code.*
10. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an agreement, authorizing execution of the agreement.
11. **UNRELIABLE LIST:** *Prior to authorizing a subcontractor(s) to commence work under this contract, Contractor shall submit to the CIWMB a declaration from the subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).*

*Placement of Contractor on the CIWMB Unreliable List anytime after award of this contract may be grounds for termination of contract. If a subcontractor is placed on the CIWMB Unreliable List after award of this contract, the Contractor may be required to terminate the subcontract.*



**CERTIFICATION OF  
SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
REQUIREMENTS**

The undersigned acknowledges that he has read all of the requirements set forth in the Request for qualifications and, if awarded this Agreement, he will comply with the State's Small Business/DVBE requirements or make good faith efforts to meet these goals.

I declare under penalty of perjury that the foregoing is true and correct.

---

Name of Organization

---

Signature of Authorized Representative

---

Location where signed

---

Printed Name and Title

---

Date



## COMPLIANCE WITH GOVERNMENT CODE, SECTION 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with the Board. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by the Board, or who may have a financial interest in the policies and programs of the Board, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with the Board upon award of the Contract. The Board will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

### CURRENT CLIENTS MEETING ABOVE CRITERIA

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>

A determination by the Board that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.





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**PUBLIC CONTRACT CODE SECTION 10162 - QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

☐ Yes

☐ No

---

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1, proposer shall complete, under penalty of perjury, the following statement:

Has the proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes

☐ No

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**NONCOLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.



SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION SUMMARY							
MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business Certification and Resources shall be attached. For each small and DVBE business identified.

**Please Note: This form is only required at the time of SOQ submittal if the prime contractor has identified sub-contractors to be used during the course of the agreement or if the prime contractor is certified as a small or disabled veteran business enterprise.**



## DEMONSTRATION OF GOOD FAITH EFFORTS

[illegible]

**DEMONSTRATION OF GOOD FAITH EFFORTS (Cont'd)**

5	SB/DVBE firms which were available and considered.
 Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____  Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____  Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____	

**Please Note:** This form is only required at time of SOQ submittal if the contractor has made a concentrated effort to solicit sub-contractors to be used during the course of this agreement.

## STATE OF CALIFORNIA

California Integrated Waste Management Board

CIWMB 74C (Revised 2/03 for Contracts)

## RECYCLED-CONTENT CERTIFICATION

Contract # \_\_\_\_\_

**Recycled-Content Certification for Contracts**☐

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.

*This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.*

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category <sup>1</sup>	Postconsumer Material (Percent) <sup>2</sup>	Secondary Material (Percent) <sup>3</sup>	Virgin Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
										100%
										100%
										100%
										100%
										100%
										100%
			<b>Total:</b> \$ _____							

*Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.*

*Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.*

Printed name of person completing form

Title

Signature of person completing form

(See footnotes on the back of this page.)

## RECYCLED-CONTENT CERTIFICATION

*Footnotes*

1. **Product category** refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, put “N/A.” Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.**

Product category	State’s recycled content requirements
<b>compost and co-compost</b> (CO) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
<b>glass products</b> (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
<b>lubricating oils</b> (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses	50% TR 10% PC
<b>paint</b> (PT) latex paint, interior/exterior, maintenance	50% TR 10% PC
<b>paper products</b> (PP) paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers	50% TR 10% PC
<b>plastic products</b> (PL) toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets	50% TR 10% PC
<b>printing and writing paper</b> (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
<b>solvents</b> (SO) heavy printer cleaner, auto degreaser, parts cleaner	50% TR 10% PC

**steel products** (ST) For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving

**tire-derived products** (TD) flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts

**tires** (TI) passenger, truck, bus, trailer/equipment tires.

**TR** = total recycled-content      **PC** = postconsumer

- Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
- Secondary material** is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer’s paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material **does not** include postconsumer material.  
**Example:** If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.
- Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.
- The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.